

THIS AGREEMENT shall be effective as of July 1, 1981, and shall continue in effect until June 30, 1982.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed here June 25, 1981.

COLTS NECK TOWNSHIP ADMINISTRATORS
AND SUPERVISORS ASSOCIATION

By Kenneth Noland
President

By Shirley A. Anderson
Secretary

COLTS NECK TOWNSHIP BOARD OF EDUCATION (Employer)

By Gene J. Barton
President

By Mary P. Seal
Secretary

LIBRARY
Institute of Management and
Labor Relations

OCT 2 1981

RUTGERS UNIVERSITY

X July 1, 1981 - June 30, 1982

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RECOGNITION

The Colts Neck Township Board of Education (hereafter referred to as the Board) recognizes the Colts Neck Township Administrators and Supervisors Association (hereafter referred to as the Association) as the exclusive agent responsible for collective negotiation of terms and conditions of employment as required by Chapter 123, Public Laws, 1974. The members of the Association are all persons agreed by the Board and the Association to be covered by this contract.

GRIEVANCE PROCEDURE

I. Definition

- A. A "Grievance" shall mean a complaint by a member of the Association.
- B. An "aggrieved party" is the person, persons or the Association making the complaint.
- C. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- D. A grievance to be considered under this procedure must be initiated by the member within 30 calendar days of its occurrence.

II. Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration.
- C. Any aggrieved person may be represented at all levels of the grievance procedure by himself/herself, or at his/her option, by the Association.
- D. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- E. It is understood that members shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations in existence prior to the basis for the grievance being established, without prejudice on the part of either the Board or the members, until such grievance and any effect thereof shall have been fully determined.

F. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.

III. Implementation

A. A member with a grievance shall first discuss it with the superintendent, either directly or through the Association, with the objective of resolving the matter informally.

B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the member within five school days, the grievance shall be submitted in writing to the superintendent specifying:

- (a) the nature of the grievance
- (b) the nature and extent of the injury, loss or inconvenience
- (c) the interpretation of previous discussion
- (d) his/her dissatisfaction with decision previously rendered

The superintendent shall communicate his/her decision to the member in writing within five school days of receipt of the written grievance.

C. If the grievance is not resolved to the member's satisfaction, he/she, no later than three school days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and, within five calendar days, forward the request to the Secretary of the Board of Education. The Board shall review the grievance and shall, at the option of the Board, or the aggrieved party, hold a hearing with the member and render a decision in writing within thirty calendar days of receipt of the grievance by the Board. The hearing will be held within fourteen calendar days of receipt of the written grievance material by the Board Secretary.

D. If the member is dissatisfied with the decision of the Board of Education, the member or the Association may request the appointment of an arbitrator, such written request to be made known to the Board no later than two weeks after the written decision of the Board was made known to the aggrieved party. If the member requests that the grievance be submitted to arbitration without the written concurrence of the Association, the member will accept responsibility for any arbitration expenses which the Association would otherwise bear.

IV. Arbitration Procedure

SECURING AND USING THE SERVICES OF AN ARBITRATOR

- A. A request for an arbitrator may be made, by either party to the grievance, to the American Arbitration Association. The parties agree to be bound by the rules of the American Arbitration Association.
- B. The arbitrator shall limit himself/herself to the issues submitted to him/her. The arbitrator's decision shall be binding on the parties or advisory to the parties as specified in C or D below:
- C. Only grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.

The arbitrator shall have no binding authority under Section C to rule on grievances which concern the interpretation, application, or alleged violation of Board policies and administrative decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment.

- D. Grievances concerning the interpretation, application or alleged violation of statutes, management policies or administrative decisions shall be subject only to advisory arbitration.

V. Costs

- A. Each party to the grievance will bear the total costs incurred by themselves.
- B. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.
- C. If time is lost by any member due to arbitration proceedings, the time lost will be accounted for in accordance with the terms of the section of this contract entitled Temporary Leaves of Absence.

TEMPORARY LEAVES OF ABSENCE

- I. During the school year, members shall be entitled to the following temporary non-accumulative leaves of absence with full pay:
 - A. Three (3) days leave of absence for personal, legal, business, household or family matter which requires absence during school hours. Application to the superintendent for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section.
 - B. Time necessary for appearances in any legal proceeding connected with the member's employment or with the school system or in any other legal proceeding if the member is required by law to attend.
 - C. Re: Death in Family
Up to five (5) days at any one time in the event of each death in a member's family considered by the superintendent to be consistent with the humane purpose of this privilege; but, always to be valid at the death of a family member of the immediate household.
Re: Serious Illness in the Family
Up to a maximum per contract year of five (5) days in the event of serious illness, in the member's family, of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or, at the discretion of the superintendent, any other member of the immediate household; but, the superintendent reserves the right to require a physician's written verification of the illness at his/her discretion.
 - D. Up to four (4) person days for officers of the Association to attend conferences and conventions of state and national affiliated organizations.
 - E. Other leaves of absence with pay may be granted by the Board for good reason.
- II. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the member is entitled.

EXTENDED LEAVES OF ABSENCE

Other leaves of absence may be granted by the Board for good reason.

SICK LEAVE

Each member shall be allowed twelve (12) days sick leave annually and unused days shall be accumulative.

MEMBERS' RIGHTS AND BENEFITS

- A. Nontenured members shall be evaluated at least three times per year by the superintendent. Tenured members shall be evaluated at least once per year by the superintendent. The basis for all formal evaluation shall be the member's job description.

Evaluation of nontenured members shall be completed as specified in Board policy #311A; those of all tenured members shall be completed as specified in Board policy #312.

All reports and/or correspondence related to the aforementioned evaluations shall become a part of the member's personnel file.

- B. When a member is notified to appear before either the superintendent or the Board of Education, or a committee thereof, he/she shall have the option of appearing at a later mutually convenient time, not to exceed ten (10) working days, to respond to the specific matter in question.

Notice to appear before the Board of Education, or a committee thereof, shall be in writing and include reasons for appearance.

- C. The Board will pay a maximum of \$120. for the cost of a comprehensive physical examination for any two Association members annually. This amount is intended to offset all or part of the difference between the cost of the examination and that not covered by his/her insurance.

Two members annually on a rotating basis will be entitled to a physical examination by a physician of his/her choice. A physical examination may be required sooner at the discretion of the Board. When at the discretion of the Board, all costs of the physical examination beyond the insurance coverage will be covered by the Board and shall be performed by a physician of its choice.

ATTENDANCE AT TEACHERS' NEGOTIATIONS

Members may attend negotiations between the teachers and the Board of Education in order to advise, confirm, substantiate or defend the administrative position.

Copies of the minutes shall be made available to Association at the time distribution is made to the Board and C.N.T.E.A.

NEGOTIATIONS PROCEDURE

- A. The Board and Association shall begin negotiations of the successor agreement consistent with the stipulations of law.
- B. The member(s) shall suffer no loss of pay and/or benefits for attendance during working hours at mutually scheduled negotiations meetings between the Association and the Board.

REASSIGNMENT OF PRINCIPALS

A. Involuntary Transfer

No principal will be reassigned during the life of this contract to a different position without being granted the opportunity to state his/her opinion on the reassignment to the superintendent and the Board.

No principal's reassignment will be made arbitrarily or capriciously.

B. Voluntary Transfer

Principalship vacancies shall be advertised in all school offices and faculty rooms for at least a period of fifteen (15) calendar days in order to permit application for transfer, reassignment or promotion of present employees.

TUITION

- A. Each member, regardless of service time in Colts Neck, shall receive up to a total of \$600.00 per year for the validated costs of tuition for courses approved by the superintendent taken during the year. Reimbursement will be provided by the Board for no more than six credits per semester during the school year and for courses taken during the summer preceding the school year. Additionally, credits taken by the member in intersession courses, which overlap the beginning or ending dates of regular fall and spring semester courses also taken will be partially reimbursed. In such instances, that portion of the intersession course which does not overlap the semester course will be reimbursed on a per diem rate for those days actually spent in class outside the overlap period.
- B. The dismissal or resignation of a member shall automatically disqualify the member from reimbursement for any course taken after the official termination of the contract.
- C. The tuition reimbursement year shall extend from July 1st through June 30th, of the contract year.
- D. Courses approved by the Board and taken on the premises of the Colts Neck school system shall be reimbursed for no more than \$35.00 per credit. Other courses will be reimbursed at the cost incurred.

PROFESSIONAL ACTIVITIES

A. Development

In the aggregate members shall be reimbursed up to a total of \$600.00 per year for the validated costs of professional activities, such as attendance at conferences, conventions, seminars, and other short-term professional meetings.

B. Participation

Each member shall be reimbursed a total of \$130.00 per year for membership in a professional organization with the understanding that this support is given as incentive to maintain membership in an organization whose primary focus is that of professional educational development as opposed to economic development of its members.

Membership fees for N.J.E.A. are specifically excluded as not qualified under this article.

RETIREMENT

After fifteen years service in the district the Board will provide \$2000. for the member which shall be placed in a tax sheltered annuity fund for the employee during the last two years of employment. One thousand dollars shall be deposited on or before June 30 one year prior to retirement and \$1000. on or before the June 30 immediately preceding retirement.

This benefit will be effected through the certification, by the retiree, on a form provided by the Board for the purpose of protecting its interests, that the member intends to retire on a specified date. Such certification shall be submitted to the Board office prior to July 1st two years prior to July of the intended year of retirement.

If the candidate for retirement has cause for rescinding this provision, she/he may do so by notifying the Board in writing. At that time the benefits of this clause shall cease and the Board will be reimbursed in full by the employee for any disbursements under this clause in the following manner: deductions from the employee's pay will be made during the two months' pay periods immediately following the notification of not retiring. If the employee wishes to obtain his or her money directly from the annuity fund, she/he may do so.

If certification of retirement is not made prior to "July 1st two years prior to July of the intended year of retirement," the member will forfeit \$1000. of his/her entitlement. Only the \$1000. for the final year preceding retirement will be provided.

CERTIFICATION OF INTENT TO RETIRE

This is to inform the Board of Education of my intention to retire from teaching, consistent with all rules and regulations of the Teachers' Pension and Annuity Fund, my last date of employment to be _____

I am hereby giving timely notice* of impending retirement for the purpose of invoking that provision of the master contract under which I shall be entitled to a \$1000. retirement stipend during each of the last two years of my employment immediately preceding retirement.

Finally, I hereby certify this statement of intent to retire to be a valid and true statement to the best of my knowledge and acknowledge the Board's right to withhold or to demand repayment of any monies paid under this contract provision in the event of my failure to retire under all conditions stated or implied herein.

Signed _____

Date _____

*Notice of retirement shall be submitted to the Board Office prior to July 1st two years prior to July of the intended year of retirement.

DEDUCTION FROM SALARY

- I. A. The Board agrees to deduct from the salaries of members dues for such professional educational associations as said members individually and voluntarily authorize the Board to deduct.

Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the New Jersey State Department of Education. Said monies, together with records of any corrections shall be transmitted to the Secretary of the Board of Education who shall disburse such monies to the appropriate association or associations.

- B. Each member's authorization shall be in writing in the form set forth below:

Authorization

From: Name _____ S. S. No. _____

School _____

TO: The Secretary of the Colts Neck Township Board of Education

"I hereby request and authorize the above named Secretary of the Board of Education to deduct from my earnings, in equal monthly payments during the school year, an amount sufficient to provide for the payment of the yearly membership dues, shown below, as certified by the organizations indicated."

"I also agree that upon termination of employment, the Board Secretary shall deduct any remaining amount due for that current school year."

"I furthermore authorize the Board Secretary to distribute the dues deducted as follows:

Colts Neck Township Administrators and Supervisors Association	\$ _____
New Jersey Association of Elementary School Administrators	\$ _____
American Association of School Administrators	\$ _____

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Colts Neck Board of Education and all of its officers from any liability thereof."

Signature _____ Date _____

- C. The Association shall certify to the Board of Education, in writing, the current rates of the aforementioned membership dues.
 - D. Additional authorizations for dues deductions may be received after August 1st under rules established by the New Jersey State Department of Education.
- II. Other deductions from members' salaries for local, state and/or national association services and programs, as well as the Monmouth-Ocean Teachers Federal Credit Union, may be made, subject to Board approval. The Board Secretary shall promptly transmit the deducted funds to the designated organizations.

INSURANCE

- A. Health insurance will be paid in full by the Board for all legally eligible members according to the following schedule:

Blue Cross, Blue Shield, Major Medical and Rider J for the employee, spouse, and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.

- B. Board agrees to underwrite losses of personal property used in the teaching effort up to \$500.00 per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing policy.
- C. The Board agrees to pay in full the cost of contributory life insurance as carried by the member under Teachers' Pension and Annuity Fund.
- D. A dental care maximum insurance premium of \$29. per month will be paid by the Board for each eligible member in a dental plan selected by the Board.

SALARIES

For contract year July 1, 1981, to June 30, 1982:

LLOYD LESCHUK	\$22,191.
MARY BROTHERTON	30,132.
SHIRLEY A. ANDERSON	35,045.
KENNETH H. NOLAND	35,045.
WILLIAM J. MORRIS	35,045. (plus \$1000. differential for C.D.S. assignment)

GUIDES RE: CHAP. 364, L. 1973
(N.J.S. 18A:29-4.3)

Principals Salary Guide

1981-82	\$27,000. min.	\$36,000. max.
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Supervisors Salary Guide

1981-82	\$21,000. min.	\$32,000. max.
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COLTS NECK TOWNSHIP SCHOOLS
Colts Neck, New Jersey 07722

TO: Mr. Frankle (CNTEA), Mrs. Saltzbart (Board of Education)
and the administrative team

FROM: R. J. Unger

RE: Provisions for employment of State Compensatory Education
instructors, 1981-82

DATE: May 6, 1981

It was agreed by CNTEA and Board of Education representatives on May 5, 1981, that SCE instructors would be compensated, in 1981-82, at an hourly rate of \$7.50/hr. All other prior contract stipulations remain as in 1980-81.

It was acknowledged by the Board representatives that employment would be for a period of 150 days and that we expect to employ SCE instructors for 3 hrs. daily in 1981-82

Approved by Bd of Education
5/21/81
Theresa J. Unger, Bd Secy.